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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

11 KEVIN VAZQUEZ, an individual,
12 Plaintiff,

13 || VS.

14 WALMART INC., a Delaware
15 corporation; and DOES 1 through
50, inclusive,

16 Defendants.

CASE NO. 5:24-cv-01299-SPG-PVCx
*[Assigned to Hon. Sherilyn Peace
Garnett, Courtroom 5C]*

STIPULATED PROTECTIVE ORDER

Complaint Filed: May 18, 2024
Removal File: June 21, 2024
Trial Date: TBD

18 The parties have agreed to and have submitted to the Court, and for good cause
19 shown the Court hereby enters, the following Confidentiality Order:

21 1. This Order shall govern the disclosure of materials designated as Confidential
22 Material in this litigation. Confidential Material, as used in this Order, shall refer to
23 any document or item designated as Confidential or Highly Confidential – Attorneys'
24 Eyes Only, including but not limited to, documents or items produced during
25 discovery, all copies thereof, and the information contained in such material. Nothing
26 in this Order shall require any party to produce any specific documents or category
of documents which a party deems inappropriate for production.

Definitions of Confidential Material

1 2. Confidential Material, as used in this Order, consists of the following materials
2 and categories of materials:

3 a. Materials relating to any privileged, confidential, or nonpublic information,
4 including, but not limited to, trade secrets, research, design, development, financial,
5 technical, marketing, planning, personal, or commercial information, as such terms
6 are used in the Federal Rules of Civil Procedure (Fed. R. Civ.) and any applicable
7 case law interpreting Fed. R. Civ. 26(c)(1)(G); contracts; non-public compilations of
8 retail prices; proprietary information; vendor agreements; personnel files;
9 claim/litigation information; and nonpublic policies and procedures shall be deemed
10 Confidential.

11 b. Materials containing corporate trade secrets, nonpublic research and
12 development data, including, but not limited to, cost data, pricing formulas, inventory
13 management programs, and other sales or business information not known to the
14 public; information obtained from a non-party pursuant to a non-disclosure
15 agreement; and customer-related Protected Data shall be deemed Highly Confidential
16 – Attorneys’ Eyes Only.

17 c. Protected Data shall refer to any information that a party believes in good
18 faith to be subject to federal, state or foreign data protection laws or other privacy
19 obligations. Examples of such data protection laws include but are not limited to The
20 Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial information); and, The
21 Health Insurance Portability and Accountability Act and the regulations thereunder,
22 45 CFR Part 160 and Subparts A and E of Part 164 (medical information). Certain
23 Protected Data may compel alternative or additional protections beyond those
24 afforded Highly Confidential – Attorneys’ Eyes Only material, in which event the
25 parties shall meet and confer in good faith, and, if unsuccessful, shall move the Court
26 for appropriate relief.

27 The parties shall not designate as confidential information that is already
28 public knowledge.

1 3. The parties agree that such Confidential Material as described in paragraph 2
 2 should be given the protection of an order of this Court to prevent injury through
 3 disclosure to persons other than those persons involved in the prosecution or defense
 4 of this litigation.

5 **Procedure for Designating Information as Confidential**

6 4. To designate information as confidential, the producing party shall mark
 7 Confidential Material with the legend “CONFIDENTIAL” or “HIGHLY
 8 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Parties shall submit
 9 confidential discovery responses, such as answers to interrogatories or answers to
 10 requests for admissions, in a separate document stamped with the appropriate legend
 11 designating those responses as Confidential Material. The Receiving Party may make
 12 copies of Confidential Material and such copies shall become subject to the same
 13 protections as the Confidential Material from which those copies were made.

14 a. Information on a disk or other electronic format (e.g., a native format
 15 production) may be designated confidential by marking the storage medium itself (or
 16 the native file’s title) with the legend “CONFIDENTIAL” or “HIGHLY
 17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” The Receiving Party shall mark
 18 any hard-copy printouts and the storage medium of any permissible copies of such
 19 electronic material with the corresponding legend contained on the original and such
 20 copies shall become subject to the same protections, as the Confidential Material
 21 from which those copies were made.

22 b. Information disclosed at any deposition of a party taken in this action may
 23 be designated by the party as confidential by indicating on the record at the deposition
 24 that the information is confidential and subject to the provisions of this Order.
 25 Alternatively, the party may designate information disclosed at the deposition as
 26 confidential by notifying the court reporter and other parties in writing, within fifteen
 27 (15) business days of receipt of the transcript, of the specific pages and lines of the
 28 transcript which are designated as confidential. The parties may agree to a reasonable

1 extension of the 15-business-day period for designation. Designations of transcripts
 2 will apply to audio, video, or other recordings of the testimony. During such 15-
 3 business-day period, the entire transcript shall receive confidential treatment. Upon
 4 such designation, the court reporter and each party shall affix the
 5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
 6 ONLY” legend to the designated pages and segregate them as appropriate.

7 5. A producing party may change the confidentiality designation of materials it
 8 has produced, as follows: (1) The producing party must give the receiving parties
 9 notice of the change by identifying the documents or information at issue. Once
 10 notice is given, the receiving party must make good-faith efforts to ensure that the
 11 documents or information are accorded treatment under the new designation. (2)
 12 Within a reasonable period after giving notice, the producing party must reproduce
 13 the documents or information in a format that contains the new designation. (3) If
 14 such information has been disclosed to persons not qualified pursuant to paragraph(s)
 15 (12-13) below, the party who disclosed such information shall (a) take reasonable
 16 efforts to retrieve previously disclosed Confidential Material; (b) advise such persons
 17 that the material is Confidential; and (c) give the producing party written assurance
 18 that steps (a) and (b) have been completed.

19 **Data Security**

20 6. The Parties agree to provide adequate security to protect data produced by the
 21 other party(ies) or by non-parties. This includes secure data storage systems,
 22 established security policies, and security training for employees, contractors and
 23 experts. Adequate security also includes such measures as data encryption in transit,
 24 data encryption at rest, data access controls, and physical security, whether
 25 hosted/outsourced to a vendor or on premises. At a minimum, any receiving party
 26 subject to the terms of this Confidentiality Order, will provide reasonable measures
 27 to protect non-client data consistent with the American Bar Association Standing
 28 Committee on Ethics and Professional Responsibility, Formal Opinion 477R.

Clawback Provisions

7. The production of privileged or work-product protected documents, electronically stored information (ESI) or information, whether inadvertent or otherwise, is not a waiver of the privilege or protection from discovery in this case or in any other federal or state proceeding.

8. This Order shall be interpreted to provide the maximum protection allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and granted full faith and credit in all other state and federal proceedings by 28 U.S. Code § 1738. In the event of any subsequent conflict of law, the law that is most protective of privilege and work product shall apply.

9. Nothing contained herein is intended to or shall serve to limit a party's right to conduct a review of documents, ESI or information (including metadata) for relevance, responsiveness and/or segregation of privileged and/or protected information before production.

10. If the receiving party has reason to believe that a produced document or other information may reasonably be subject to a claim of privilege, then the receiving party shall immediately sequester the document or information, cease using the document or information and cease using any work product containing the information, and shall inform the producing party of the beginning BATES number of the document or, if no BATES number is available, shall otherwise inform the producing party of the information.

11. A producing party must give written notice to any receiving party asserting a claim of privilege, work-product protection, or other ground for reclaiming documents or information (a “clawback request”). After a clawback request is received, the receiving party shall immediately sequester the document (if not already sequestered) and shall not review or use that document, or any work product containing information taken from that document, for any purpose. The parties shall meet and confer regarding any clawback request.

Who May Receive Confidential and Highly Confidential Information

12. *Confidential Material.* Any Confidential Material and the information contained therein shall be disclosed only to the Court, its staff, in-house counsel and outside counsel of record for each party, and also shall be disclosed on a need-to-know basis only to the parties, counsel's staff personnel, employees of a party to whom disclosure is necessary in connection with the preparation for and trial of this action, and any witnesses in the case (including consulting and testifying experts) as may from time to time reasonably be necessary in prosecution or defense of this action.

13. *Highly Confidential—Attorneys’ Eyes Only Material.* Material and information designated as “Highly Confidential—Attorneys’ Eyes Only” shall only be disclosed to the Court, its staff, in-house and outside counsel of record for each party, the secretarial, clerical, and paralegal staff of each, and consulting and testifying experts retained by a party in this action.

14. *Restriction on Disclosure to Direct Competitors.* Notwithstanding the foregoing, Confidential Material shall not be disclosed to any current or former employees of, or current or former consultants, advisors, or agents of, a direct competitor of any party named in the litigation. If a Receiving Party is in doubt about whether a particular entity is a direct competitor of a party named in this lawsuit, then before disclosing any Confidential Material to a current or former employee, consultant, advisor, or agent of that entity, the Receiving Party's counsel must confer with counsel for the Producing Party.

15. *Persons Receiving Confidential Information Must Sign Exhibit A.* Counsel for each party shall advise all persons to whom Confidential Material is disclosed pursuant to this Order of the existence of this Order and shall provide all such persons (other than the Court and its staff) with a copy of this Order. Counsel shall also require such persons to execute the Affidavit attached as ***Exhibit A***, prior to the disclosure of Confidential Material.

1 16. *Duties in the Event of Unauthorized Disclosures.* It shall be the obligation of
 2 counsel, upon learning of any unauthorized disclosure or threatened unauthorized
 3 disclosure of Confidential Information, or any other breach or threatened breach of
 4 the provisions of this Order, to promptly notify counsel for the Producing Party. The
 5 notification shall be supplemented with reasonable details of the circumstances of the
 6 disclosure in order to permit the producing party to understand and take appropriate
 7 steps. Each party and its counsel agree to take reasonable and good-faith efforts to
 8 contain or limit any breach promptly upon receiving notice of it, and to make
 9 reasonable and good-faith attempts to retrieve any unauthorized disclosure of
 10 documents or information. This provision does not limit the producing party's
 11 entitlement to damages resulting from any breach of this Order.

12 **Authorized Uses of Confidential Material**

13 17. Confidential Material shall only be used for the purpose of litigating the above-
 14 captioned lawsuit and may not be used in other lawsuits.

15 18. Persons having knowledge of Confidential Material and information due to
 16 their participation in the conduct of this litigation shall use such knowledge and
 17 information only as permitted herein, and shall not disclose such Confidential
 18 Material, their contents or any portion or summary thereof to any person(s) not
 19 involved in the conduct of this litigation.

20 19. If any person having access to the Confidential Material herein shall violate
 21 this Order, he/she may be subject to sanctions by the Court and may be liable to pay
 22 for the damages caused by his/her violation.

23 **Challenges to the Designation of Confidential Material**

24 20. Any party or interested member of the public may move the Court to modify
 25 the designation of any documents or information produced in this litigation (either to
 26 include additional protection with respect to confidentiality or to remove a
 27 confidential designation). Before making such a motion, the party or an interested
 28 member of the public shall first attempt to resolve such dispute with the producing

1 party's counsel. Pending resolution of any challenges to the designation of
 2 documents or information, the material at issue shall continue to be treated as
 3 Confidential Material until ordered otherwise by the Court. The burden shall be on
 4 the party seeking to modify the designation to show that the producing party's
 5 designation is inappropriate.

6 **Withholding of Information**

7 21. *Non-relevant Attachments.* The parties will not produce non-relevant
 8 attachments that are attached to relevant emails. When an attachment is withheld,
 9 either for privilege or non-responsiveness, the producing party shall produce a one-
 10 page TIFF image (or PDF if production format dictates) in place of the withheld
 11 attachment, correspondingly stating "Attachment Withheld-Privileged" or
 12 "Attachment Withheld-Nonresponsive", and bearing a sequential BATES number
 13 within the family BATES range. If any attachment to an email contains responsive
 14 content, then the cover email shall be produced for context, regardless of the cover
 15 email's responsiveness. The cover email may be redacted in part to remove sensitive
 16 information, as described below.

17 22. *Redactions.* The parties may redact (1) information that is privileged or
 18 protected from discovery as work product or by reason of any other applicable
 19 privilege or immunity; (2) information subject to non-disclosure obligations imposed
 20 by governmental authorities, law or regulation (e.g., protected personal information);
 21 and (3) sensitive, non-relevant information, including but not limited to personally
 22 identifiable information, trade secrets, or information regarding products, data, or
 23 people. Privilege redactions will state, over the redacted portion, "Redacted-
 24 Privileged," and all other redactions will state, "Redacted-Nonresponsive." Redactions
 25 of emails will not redact the names of recipients or the subject line of the
 26 emails, unless the subject line is itself privileged or contains the sensitive information
 27 described above, in which case only so much of the subject line will be redacted as
 28 may be needed. The parties will produce redacted documents in TIFF format (or

1 searchable PDF if production format dictates; or in native format for file types that
 2 do not convert well to TIFF/PDF, such as Excel files) with corresponding searchable
 3 OCR text and the associated metadata for the document, ensuring the redacted
 4 content is fully protected from disclosure.

5 **Confidential Material In Filings, Hearings, and Trial**

6 23. *Confidential Material in Filings.* Without written permission from the
 7 Producing Party or court order secured after appropriate notice to all interested
 8 persons, a party may not file Confidential Material in the public record in this action
 9 (or in any other action, such as an appeal). A party that seeks to file under seal any
 10 Confidential Material must comply with the applicable Local Rules and federal case
 11 law regarding filing materials under seal. Confidential Material may only be filed
 12 under seal in a manner prescribed by the Court for such filings.

13 24. *Manner of Sealing.* In the event Confidential Materials or portions of
 14 transcripts are sealed as confidential by the Court or as described in paragraph (23)
 15 above, they shall be filed in an envelope bearing the following designation when
 16 deposited:

17 **CONFIDENTIAL**

18 **IN ACCORDANCE WITH THE CONFIDENTIALITY ORDER OF**
 19 **THE COURT, THE CONTENTS OF THIS ENVELOPE SHALL BE**
 20 **TREATED AS CONFIDENTIAL AND MUST NOT BE SHOWN TO A**
 21 **PERSON OTHER THAN THE COURT, ATTORNEYS IN THIS CASE, OR**
 22 **TO PERSONS ASSISTING THOSE ATTORNEYS.**

23 25. *Confidential Material in Hearings and Trial.* The provisions of this Order
 24 shall not affect, and this Order does not limit, the *admissibility* of Confidential
 25 Material (or references to that material) as evidence at trial, or during a hearing or
 26 similar proceeding in this action. Prior to using Confidential Material or the
 27 information contained therein at any hearing that is open to the public, the party
 28 seeking to use the Confidential Material must give at least seven (7) days advance

1 notice to the producing party of the intent to use the Confidential Material so that the
 2 producing party may seek an appropriate Court Order to protect the Confidential
 3 Material.

4 **Continuing Effect of this Order and Duty to Destroy**

5 26. This Order shall continue to be binding throughout and after the conclusion of
 6 this litigation, including all appeals. Within thirty (30) days of settlement or final
 7 adjudication, including the expiration or exhaustion of all rights to appeal or petitions
 8 for extraordinary writs, each party or non-party to whom any materials were
 9 produced shall, without further request or direction from the Producing Party,
 10 promptly destroy all documents, items or data received including, but not limited to,
 11 copies or summaries thereof, in the possession or control of any expert or employee.
 12 This requirement to destroy includes all documents, not only those documents
 13 designated as Confidential Material. The Receiving Party shall submit a written
 14 certification to the Producing Party by the 30-day deadline that (1) confirms the
 15 destruction/deletion of all Confidential Material, including any copies of
 16 Confidential Materials provided to persons required to execute Exhibit A (Affidavit),
 17 and (2) affirms the Receiving Party has not retained any copies, abstracts,
 18 compilations, summaries or any other format reproducing or capturing any of the
 19 Confidential Material. Notwithstanding this provision, outside counsel is entitled to
 20 retain an archival copy of filings, depositions, and deposition exhibits.

21 **Procedure if Confidential Material Is Required to be Produced**

22 27. If any person receiving documents covered by this Order is served with a
 23 subpoena, order, interrogatory, or document or civil investigative demand
 24 (collectively, a “Demand”) issued in any other action, investigation, or proceeding,
 25 and such Demand seeks material that was produced or designated as Confidential
 26 Material by someone other than the Receiving Party, the Receiving Party shall give
 27 prompt written notice by hand or electronic transmission within five (5) business
 28 days of receipt of such Demand to the party or non-party who produced or designated

1 the material as Confidential Material, and shall object to the production of such
 2 materials on the grounds of the existence of this Order. At the request of the party or
 3 non-party who produced or designated the material as Confidential Material, the
 4 Receiving Party shall refuse to comply with the Demand unless (a) ordered to do so
 5 by a court with jurisdiction over the Receiving Party; or (b) released in writing by the
 6 party or non-party who designated the material as Confidential Material. The burden
 7 of opposing the enforcement of the Demand shall fall upon the party or non-party
 8 who produced or designated the material as Confidential Material. Compliance by
 9 the Receiving Party with any order of a court of competent jurisdiction, directing
 10 production of any Confidential Material, shall not constitute a violation of this Order.

11 **Application of this Order to Productions by Third Parties**

12 28. This Order may be used by third parties producing documents in connection
 13 with this action. Third parties may designate information as Confidential or Highly
 14 Confidential – Attorneys’ Eyes Only.

15 29. If a third party produces (or intends to produce) documents and does not
 16 designate (or does not intend to designate) those documents as Confidential Material,
 17 then any party to this action may seek to designate that third party’s documents or
 18 categories of documents as Confidential Material. In that case, it will be the burden
 19 of the party seeking protected status to move for a court order designating the
 20 materials as Confidential Material after the parties confer.

21 30. In the event additional parties join or intervene in this litigation, the newly
 22 joined party(ies) shall not have access to Confidential Material until its/their counsel
 23 has executed and, at the request of any party, filed with the Court the agreement of
 24 such party(ies) and such counsel to be fully bound by this Order.

25 31. The parties agree that nothing in this Order shall be deemed to limit the extent
 26 to which counsel for the parties may advise or represent their respective clients,
 27 conduct discovery, prepare for trial, present proof at trial, including any document
 28 designated Confidential Material as set forth herein, or oppose the production or

1 admissibility of any information or documents which have been requested.

2 32. This Order shall remain in full force and effect until such time as it is modified,
3 amended, or rescinded by the Court.

4 **Good Cause Statement**

5 33. The Parties agree that good cause exists for the entry of this Order on the
6 grounds that this action is likely to involve trade secrets, research, design,
7 development, commercial, financial, technical, marketing, planning, personal and/or
8 proprietary information for which special protection from public disclosure and from
9 use for any purpose other than prosecution of this action is warranted. Such
10 confidential and proprietary materials and information may consist of, among
11 other things, contracts, non-public compilation of retail prices, proprietary
12 information, vendor agreements, personnel files, claim/litigation information, and
13 nonpublic policies and procedures, as well as other confidential business or financial
14 information, information regarding confidential business practices, or other
15 confidential research, development, or commercial information (including
16 information implicating privacy rights of third parties), information otherwise
17 generally unavailable to the public, or which may be privileged or otherwise
18 protected from disclosure under state or federal statutes, court rules, case decisions,
19 or common law. Accordingly, to expedite the flow of information, to facilitate the
20 prompt resolution of disputes over confidentiality of discovery materials, to
21 adequately protect information the parties are entitled to keep confidential, to ensure
22 that the parties are permitted reasonable necessary uses of such material in
23 preparation for and in the conduct of trial, to address their handling at the end of the
24 litigation, and serve the ends of justice, a protective order for such information is
25 justified in this matter. It is the intent of the parties that information will not be
26 designated as confidential for tactical reasons and that nothing be so designated
27 without a good faith belief that it has been maintained in a confidential, non-public
28 manner, and there is good cause why it should not be part of the public record of this

1 case.

2 **IT IS SO ORDERED**

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4 Dated: August 5, 2024

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Hon. Pedro V. Castillo
United States Magistrate Judge

EXHIBIT A TO CONFIDENTIALITY ORDER

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

KEVIN VAZQUEZ, an individual,
Plaintiff,

vs.

WALMART INC., a Delaware corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 5:24-cv-01299-SPG-PVC
*[Assigned to Hon. Sherilyn Peace
Garnett, Courtroom 5C]*

AFFIDAVIT OF COMPLIANCE WITH CONFIDENTIALITY ORDER

Complaint Filed: May 18, 2024
Removal File: June 21, 2024
Trial Date: TBD

1. My name is _____ . I live at _____ . I am working on behalf (or at the direction and engagement) of _____ .

2. I am aware that a Confidentiality Order has been entered in the above-captioned lawsuit. A copy of this Confidentiality Order has been given to me, and I have read and understand the provisions of same.

3. I acknowledge that documents and information designated as confidential and/or highly confidential pursuant to such Confidentiality Order (“Confidential Materials”) are being disclosed to me only upon the conditions that I agree (a) to be subject to the jurisdiction of this Court, and (b) to comply with that Order. I hereby agree to abide by such Order, subject to all penalties prescribed therein, including contempt of Court, for disobedience of said Order. I promise that the documents and information given confidential treatment under the Confidentiality Order entered in this case will be used by me only to assist counsel for the parties in preparing for litigation of the above-captioned matter. I understand that any use of such Confidential Material in any manner contrary to the provisions of the Confidentiality

1 Order may subject me to the sanctions of this Court for contempt and to liability for
2 any damages caused by my breach of the Confidentiality Order.

3 4. I shall not disclose nor permit to be reviewed or copied said Confidential
4 Materials, or any information derived from, by any person other than the parties and
5 counsel for the parties or members of their staff.

6 5. Within 30 days after the above-captioned lawsuit ends in a final non-
7 appealable order, I agree to destroy all Confidential Materials in my possession.

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9 DATED: _____, 20____

10
11 _____
12 Signature

13
14 _____
15 Name